

Form 1511-1

(February 1989) United States Department of the Interior
Bureau of Land Management

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.

HAA031M00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Martina R. See
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-808-6221

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

City of Eugene
Public Works Department
858 Pearl
Eugene, OR 97401
Telephone (541) 682-5262

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVES

Patricia K. Johnston
Bureau of Land Management
Eugene District Office
P.O. Box 10226
Eugene, Oregon 97440-2226
541-683-6450 or 541-520-2159 (Johnston)

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER

Kurt Corey
Public Works Director
City of Eugene
858 Pearl
Eugene Oregon 97401
Telephone (541) 682-5241

8. PROGRAM STATUTORY AUTHORITY FLPMA, JITW, CCI, WYDEN, SRS, TPIA, NFP.

9. STARTING DATE Date set forth in block 17c.

10. EFFECTIVE DATE Date set forth in block 17c.

11. COMPLETION DATE September 30, 2008

12. TYPE OF RECIPIENT (Check one)

☐ STATE☒ LOCAL GOVERNMENT☐ INDIAN TRIBAL GOVERNMENT☐ EDUCATIONAL INSTITUTION☐ INDIVIDUAL☐ FOR-PROFIT ORGANIZATION☐ NON-PROFIT ORGANIZATION☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

Recipient

BLM

This obligation \$ _____ \$ Per Task Order

Previous obligation \$ _____ \$

Total obligation \$ _____ \$

Share Ratio _____ % _____ %

14. ACCOUNTING AND APPROPRIATION DATA

Obligation of funds will occur through the issuance of task orders.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Develop plans and contracts and provide staff to implement education, restoration and maintenance activities for the West Eugene Wetlands (WEW) partnership.

16a. NAME AND TITLE OF SIGNER (Type or print)

Dennis M. Taylor, City Manager

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Martina R. See

16b. RECIPIENT

16c. DATE SIGNED

17b. UNITED STATES OF AMERICA

17c. DATE SIGNED

BY

(Signature of Assistance Officer)

ASSISTANCE AGREEMENT
Between
The City of Eugene, Oregon
And
The Bureau of Land Management, Eugene District
Agreement Number # HAA031M00

The West Eugene Wetlands (WEW) Project is a cooperative venture by the Eugene District, Bureau of Land Management (BLM), to protect and restore historic wetland ecosystems in the southern Willamette Valley of Oregon. This unique project involves federal, state, and local agencies and private organizations in partnership to manage lands and resources in an urban area for multiple public benefits and providing opportunities for education, recreation and interpretation. Major partners in the WEW Project include the BLM, City of Eugene (City), The Nature Conservancy (TNC), Oregon Youth Conservation Corps, the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service, McKenzie River Trust, and the Willamette Resources and Education Network (WREN). The BLM became an active partner in 1993 when they adopted the WEW Plan. The BLM has been involved with its partners in land acquisition, restoration, enhancement, and maintenance of over 2,500 acres in the west Eugene area. It is also involved in a major effort to provide educational, recreational and interpretive opportunities in the WEW through the construction of facilities and implementation of educational programs.

The BLM currently has entered into a Memorandum of Agreement with the City of Eugene, USACE, TNC, U.S. Environmental Protection Agency (EPA), Oregon Department of Environmental Quality, and Oregon Division of State Lands that established a comprehensive mitigation banking program to implement the West Eugene Wetlands Plan. The City operates the WEW Mitigation Banking Program.

The Bureau of Land Management is a land management agency within the Department of Interior committed to the wise use of resources, ecosystem management, and improvement of wetland function and health.

- I. Purpose. This Assistance Agreement is entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (hereinafter referred to as BLM), and City of Eugene, Oregon, through the Public Works, Parks and Open Space Division (hereinafter referred to as the City), for the following purposes:
 - A. To provide a framework to coordinate wetland, riparian, and upland restoration projects and management practices within West Eugene Wetlands, on public and private lands, that will improve wetland function and health.
 - B. To coordinate comprehensive planning, assessment and programs for the strategic management of the West Eugene Wetlands.
 - C. To restore native species habitat and thereby wildlife species populations in West Eugene Wetlands, including improved habitat for federally two listed species, Fender's blue butterfly (*Icaricia icarioides spp. fenderii*) and its host plant, Kincaid's lupine (*Lupinus sulphureus var. kincaidii*).
 - D. To provide joint opportunities for community-based education, recreation and interpretation on the values and functions of West Eugene Wetlands.
 - E. To share resources, between BLM and the City, including equipment, office space, and personnel expertise, where mutual benefit to public land management and overall wetland health would be realized.

- F. To provide a mutually beneficial process for BLM and the City to jointly identify, communicate and coordinate actions of common concern relating to the management of public lands and resources.
- G. To meet legal, social, and economic expectations of the local community by coordinated wetland restoration, and become an example for possible partnership arrangements for others.

- II. Objective: The Objective of this Assistance Agreement is to 1) provide a means of joint cooperation between the BLM and the City in order to improve wetland health and function within the West Eugene Wetlands and 2) provide for the transfer of funds and/or materials from BLM to the City for (but not limited to) project design, contract administration, and project implementation activities associated with restoration and maintenance of the West Eugene Wetlands (WEW) and recreational, educational and interpretive activities within the WEW.

This agreement will provide the mechanism by which financial resources can be exchanged so that important projects can be implemented. Such projects may include wetland prairie restoration, fuels reduction, native species planting/sowing, recreation facilities maintenance and development, educational outreach, invasive species control, illegal dump site clean-up, and so on. This agreement will result in increased protection and productivity of natural resources on West Eugene Wetlands and increased visitor safety and education of people visiting the WEW.

III. Authority:

The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statutes:

- A. ***Jobs-in-the-Woods***, Public Law 106-113, which states “Notwithstanding any other provision of law, for fiscal year 1999 the Secretaries of Agriculture and the Interior are authorized to limit competition for watershed restoration project contracts as part of the “Jobs in the Woods” component of the President's Forest Plan for the Pacific Northwest to individuals and entities in historically timber-dependent areas in the States of Washington, Oregon, and northern California that have been affected by reduced timber harvesting on Federal lands.” P.L. 106-113 is considered as legislative authority to provide funding for watershed restoration projects to “individuals and entities in historically timber-dependent areas.”
- B. ***Wyden Amendment - Watershed Restoration and Enhancement*** provides a framework by which OR/WA BLM may enter into contracts or agreements to permit funding work on non-BLM land. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124), as amended (Public Law 105-277, Section 136), states:

“appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal, State, and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land...”

BLM policy in regards to the Wyden Amendment states: To protect the Government's interest when the BLM and private parties are entering into a contract or agreement, e.g. for construction of improvements or protection from liability, create an enforceable “land use agreement” which defines the obligations and remedies of the parties.

- i. The agency is bound by minimum implementing requirements including:
 1. BLM has funds available to enter into such agreements and the expenditure of those funds must be in the public interest.
 2. The project must have direct benefit to biotic resources on public land administered by BLM in the watershed, and must be more critical to the health of those biotic resources than the effect that work on public land would have on those resources.
- C. ***Federal Land Policy and Management Act (FLPMA) of 1976*** (Public Law 94-579, Section 307 (b)), states, "Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."
- D. ***National Fire Plan (NFP)*** - In the FY 2003 Department of the Interior Appropriations, P.L. 108-7, Division F, Department of the Interior and related Agencies Appropriations, 2003, under the title Wildland Fire Management, it states: "*Provided further*, That using the amounts designated under this title of this Act, the Secretary of the Interior may enter into procurement contracts, grants, or cooperative agreements, for hazardous fuels reduction activities, and for training and monitoring associated with such hazardous fuels reduction activities, on Federal land, or on adjacent non-Federal land for activities that benefit resources on Federal land: *Provided further*, That the costs of implementing any cooperative agreement between the Federal Government and any non-Federal entity may be shared, as mutually agreed on by the affected parties: *Provided further*, That in entering into such grants or cooperative agreements, the Secretary may consider the enhancement of local and small business employment opportunities for rural communities, and that in entering into procurement contracts under this section on a best value basis, the Secretary may take into account the ability of an entity to enhance local and small business employment opportunities in rural communities, and that the Secretary may award procurement contracts, grants, or cooperative agreements under this section to entities that include local non-profit entities, Youth Conservation Corps or related partnerships, or small or disadvantaged businesses:

In August 2000, the Secretaries of Agriculture and the Interior were directed to develop a response to severe wildland fires, reduce fire impacts on rural communities, and ensure effective firefighting capacity in the future. The result was the National Fire Plan, which Congress has supported through appropriations language in the FY 2001 Interior and Related Agencies Appropriations Acts (P.L. 106-291). The direction requires "close collaboration among citizens and governments at all levels," which, by extension, includes a geographically diverse group of people, representing all levels of government, tribal interest, conservation and commodity groups, and community-based restoration groups. The National Fire Plan is a long-term investment and commitment to protect communities, natural resources, and public and firefighter safety based on the cooperation and communication among federal agencies, states, local governments, tribes and interested public.

The hazardous fuel treatment program portion of the National Fire Plan has expanded significantly, with a greater focus on treatments intended to protect communities in the wildland urban interface. A primary focus point of the National Fire Plans hazardous fuel reduction program is to promote community assistance through the increased use of private sector services.

- E. ***Take Pride in America Program***, 16 U.S.C. 4601, states the TPIA Program shall include the following: "To establish and maintain a public awareness campaign in cooperation with public and private organizations and individuals - (A) to instill in the public the importance of the

appropriate use of, and appreciation for Federal, State, and local lands, facilities, and natural and cultural resources; (B) to encourage an attitude of stewardship and responsibility toward these lands, facilities, and resources; and (C) to promote participation by individuals, organizations, and communities of a conservation ethic in caring for these lands, facilities, and resources.” Section 4602 authorizes the solicitation and acceptance of gifts and bequests of money and property to aid or facilitate the purposes of the TPIA Program. Section 4605 states “The Secretary is authorized to enter into contracts and cooperative agreements ... to further the purposes of the TPIA Program.”

- F. ***Secure Rural Schools and Community Self Determination Act of 2000, PL 106-393*** (16 U.S.C. 500) authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands.

TITLE II—SPECIAL PROJECTS ON FEDERAL LANDS

204. EVALUATION AND APPROVAL OF PROJECTS BY SECRETARY CONCERNED.

(e) Implementation of Approved Projects.—

(1) Cooperation.--Notwithstanding chapter 63 of title 31, United States Code, using project funds the Secretary concerned may enter into contracts, grants, and cooperative agreements with States and local governments, private and nonprofit entities, and landowners and other persons to assist the Secretary in carrying out an approved project.

202. GENERAL LIMITATION ON USE OF PROJECT FUNDS

Project funds shall be expended solely on projects that meet the requirements of this title. Project funds may be used by the Secretary concerned for the purpose of entering into and implementing cooperative agreements with willing Federal agencies, State and local governments, private and nonprofit entities, and landowners for protection, restoration and enhancement of fish and wildlife habitat, and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

- F. **Cooperative Conservation Initiative-** CCI is authorized in P.L. 108-7, Public Law 108-7, Consolidated Appropriations Resolution for FY 2003 Conference Report which states: The conference agreement includes an increase of \$5,000,000 in the challenge cost share program for the Cooperative Conservation Initiative. Therefore, the CCI authority is within the challenge cost share program that is authorized in P.L. 101-512 and states: “*Provided further*, That notwithstanding the provisions of the Federal Grants and Cooperative Agreements Act of 1977 (31 U.S.C. 6301 – 6308), the Bureau is authorized hereafter to negotiate and enter into cooperative arrangements with public and private agencies, organizations, institutions, and individuals, to implement challenge cost-share programs.”

- IV. Benefits to the Public: This agreement will support a means for providing an effective cooperative working relationship between the BLM and the City, and combine technical expertise, funding and services toward the goal of restoring wetland, riparian, and upland habitats to benefit native wildlife species (including federally listed species) and water quality. These types of cooperative relationships help to more effectively address water quality and native species concerns in areas with intermingled private and public land ownership and provide incentives for private involvement to resolve those concerns. This work also improves working relationships with partners involved in the effort.

V. Benefits to the City: Increased funding, working relationship and functional partnership in the accomplishment of wetland restoration and maintenance work and recreational, educational and interpretive activities.

VI. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM'S Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY). The Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. City of Eugene (City). May also be referred to as recipient.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the AGENCY representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. This individual will be responsible for supervision and day-to-day operations of the agreement, accomplishment of tasks, and preparation of any required reports. May be synonymous with the Responsible Official or may be a person designated by the Responsible Official to carry out specific duties. Also known as the Operations Manager.

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement, specifically financial and legal obligations.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services provided.

N. West Eugene Wetlands (WEW).

VII. Project Management Plan

A. The City agrees to:

1. Complete assigned work projects to the specifications and standards of the BLM. This includes the proper and cost efficient use of funds provided and invoicing only for services rendered. The City will ensure obligation of funds is limited to the authorities cited in this agreement and procurements are fair and reasonably priced.
2. Provide necessary supervision and safety for any City staff engaged in completing specific project.
3. Cease work on any site where known or suspected hazardous material is found and notify the BLM immediately. Work on the site may be resumed when either the hazardous material has been removed or the site has been determined to be safe by the BLM.
4. Notify the BLM immediately if workers discover, encounter or become aware of any objects or sites of cultural value on any project area, such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts. Cease all operations in the vicinity of the cultural value. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon approval by BLM.

B. The BLM agrees to:

1. Depending on the availability of project work, submit project requests to the City, describing the work to be done, technical specifications, project locations, and dates of projects.
2. Provide to City supervisory or administrative personnel any technical assistance needed to clarify project specifications or needs, and to provide detailed site instruction and any necessary training.
3. If necessary, loan essential tools and equipment, and provide necessary materials for the adequate completion of project work, which is not already provided by the City (appropriate forms, e.g. DI-105, Receipt for Property, shall be completed if necessary for such equipment). Tools and equipment shall be returned when no longer needed for the project(s) in like condition when loaned, except for normal wear and tear. Unused materials shall likewise be returned upon project completion. Lost or stolen tools and equipment will be replaced by the AGENCY unless otherwise agreed to by BLM. See equipment and property requirements under CFR 43, Part 12.
4. Provide payments to the City in accordance with Section XI, Financial Support, and Section XII, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. Jointly, the parties to this agreement agree that:

1. The BLM and the City shall meet as often as necessary to effect administration of the Agreement in a mutually acceptable manner. Both parties will provide notice of which liaison officers are, and will provide notification of any changes in those designations.
2. Project work performed under this Agreement will not displace employed persons or impair existing contracts.
3. Work performed under this Agreement shall consist of riparian, wetland ecosystem restoration and maintenance projects, education, recreation and interpretive projects.
4. A project progress and work completion report for cooperative services will be completed as necessary for projects authorized under this Agreement.
5. This agreement may be terminated by either party at their discretion upon 30 days written notice to one another.

VIII. Cooperative Opportunities:

A. Partnerships

- i. BLM and the City can form partnerships with various individuals, groups, and agencies for the purpose of meeting West Eugene Wetland Plan objectives.
- ii. Projects that include any government funding must comply with federal, state, and local laws, regulations, policies, and permit requirements. Examples include the Endangered Species Act (ESA), The National Environmental Policy Act (NEPA), Oregon Department of Environmental Quality Water Quality Standards, and Division of State Lands Fill and Removal Law.
- iii. Jointly provided liaison with various government bodies, groups, and individuals, where the Association and BLM have shared interest, and the project benefits BLM land and water resources and Association stakeholders.
- iv. Coordinate joint actions with County Commissioners, Cities, and other interested parties.

B. Jobs-in-the-Woods

- i. BLM will give the City consideration for participation in BLM's Jobs-in-the-Woods projects on federal lands where the City employs or can acquire laborers, equipment, technical, or other necessary job skills and resources.
 1. The objective of such participation would be the training of dislocated or soon to be dislocated workers who lack adequate education and/or job skills in the field of ecosystem restoration, both public and private sector.
 2. The benefits associated with this program are the development of an "up-to-date" and properly trained local workforce, able to compete in today's changing work environment.
 3. The workforce employed by the City (commonly called a "pilot crew") will consist of trainees. The intent of this participation is to provide training to multiple displaced workers and help develop a local workforce, not establish a "force account" workforce.

- ii. If such a time arises that “trainees” cannot be found within the local community, use of the pilot crew will be terminated until such a time that new trainees are available.

IX. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect through September 30, 2008, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84.

X. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective. It is anticipated that a quarterly TO will be issued to each entity to maintain fund accountability.

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO. A list of any deliverable items that is required.
2. Reimbursements techniques. These will be based on an appropriate methodology for the described task, which may include hourly rates, and/or contract bid rates or other. Payments to the City will be in accordance with Section XI, Financial Support, and Section XII, Payments, of this agreement and applicable OMB and Treasury Regulations.
3. Any necessary drawings and/or location maps.
4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
5. A detailed budget submitted on form SF-424A & B, Budget Information – Non-construction Programs or SF 424 C & D for construction work, with a NTE amount for the task.
6. Any other detail or information necessary.
7. Any compliances necessary to perform the task (i.e., NEPA, ESA, etc.)

XI. Financial Support.

A. Obligation of funds under this agreement shall be accomplished by issuance of TOs. The City hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall the City be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64.

- E. Program income for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65.
- F. Invoicing for each task order will be routed through the Assistance Representative via SF 270, with the attached invoice for that task (both prepared by the City of Eugene). The AR will route the invoice to the BLM State Office for processing through finance.
- G. Advance payments will only be authorized for materials and items for which an invoice can be produced (such as for lumber, supplies, work to be performed for which the price is fixed and certain). All other payments will be in arrears.

XII. Payments.

- A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- 1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

- 2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

- b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

- 3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds will not be authorized under this agreement until the completion of the task and delivery of the report.

- B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance

Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.***

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. ***If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.***

This recipient is subject X Is not subject To Agency Review for payment requests

XIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.74.

XIV. Deliverables and Reports.

Submit one copy of an annual performance report through the Assistance Representative to the Assistance Officer within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

XV. Key Officials.

A. Assistance Officer (AO)

Martina R. See
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-808-6221

B. Assistance Representatives (AR)

Diana Bus or Patricia K. Johnston
Bureau of Land Management
Eugene District State Office
P.O. Box 10226
Eugene, Oregon 97440-2226
Telephone Number 541-683-6450 or 541-520-2159 (Johnston)

C. Responsible Official(s)

Kurt Corey
Public Works Director
City of Eugene
858 Pearl
Eugene, Oregon 97401
Telephone: 541-682-5241

XVI. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a City of Eugene official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

XVII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office

of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.

D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally

owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.